

PCT -  
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Attorney Docket No. 3583 P 007

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In Re U.S. Patent Application Of:  
Michael O'REGAN, Ian DEAKIN  
and Robert MULLINS

Application No. 10/534,206

Filed: May 6, 2005

For: SYSTEM FOR BILLING RATING AND  
SELECTION OF ACCOUNTS

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**PETITION UNDER 37 C.F.R. § 1.47(a)  
TO SUBMIT DECLARATION  
ON BEHALF OF AN UNAVAILABLE INVENTOR**

MAIL STOP MISSING PARTS  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Dear Sir:

Applicants, Michael O'Regan and Ian Deakin hereby submit this Petition for Unavailability of Inventor under 37 C.F.R. §1.47(a). The above-referenced Application was filed with the U.S. Patent and Trademark Office on May 6, 2005, and is a national filing under 35 U.S.C. 371 from PCT/IB03/00150 filed November 6, 2003. Declarations were not submitted with the filing of the application. A Notice to File Missing Parts of Nonprovisional Application issued citing the missing Declaration on November 28, 2005. In response to the Notice, executed Declarations signed by Michael O'Regan and Ian Deakin are being submitted. To date, however, Applicant Robert Mullins is unavailable and has not yet signed a Declaration. Pursuant to 37 C.F.R. 1.47(a), Applicants submit that diligent efforts were made to reach Mr. Mullins for the purpose of signing the Declaration. After such efforts, however, Applicants have been unable to obtain Mr. Mullin's signature on a Declaration. Thus, he is a non-signing inventor.

The following facts are relied upon to establish that a diligent effort and *bona fide* attempt was made to reach Applicant Robert Mullins:

02/01/2005 RFEKADU1 00000029 230280 10534205  
01 FC:1453 70.00 DA 130.00 OP

01/31/2006 RFEKADU1 00000045 10534206  
01 FC:1454 130.00 OP

1. During the international phase of the application, counsel for the applicant company (CMG IPR Telecommunications B.V., now LogicaCMG Group) submitted a letter explaining the absence of the executed Power of Attorney forms. The letter states that repeated, unsuccessful efforts were made to locate the inventors after they left the applicant company. (Exhibit A).

2. The services of Mr. Arthur Cox, a specialist in employment law, was engaged by the applicant company, to locate the missing inventors. Inventors Michael O'Regan and Ian Deakin were located and executed the enclosed Declarations.

3. Mr. Cox sent by courier a letter dated 12 December 2005 to the third inventor, Mr. Mullins, at his last known address. (Exhibit B). The letter refers to email correspondence of 7 November 2005 from Mr. Mullins to Jo Wall of Logica CMG and indicates Mr. Mullins' refusal to sign the Declaration. The letter then sets forth Mr. Mullins' obligations to sign the Declaration for the US application, including pursuant to an Assignment entered into on 29 October 2002, assigning all right title and interest in the invention to the applicant company. (Exhibit C).

4. As of the date of this Petition, there is no indication that Mr. Mullins is willing to sign the Declaration.

5. According to Logica CMG's records, the last known address of the non-signing inventor, Robert Mullins, is: 12 Beechwood Close, Silversprings, Clonmel, Co. Tipperary, Ireland.

Thus, Applicants Michael O'Regan and Ian Deakin respectfully request this Petition be granted. Please contact the undersigned attorney with any questions concerning this Petition.

Petition Under 37 C.F.R. § 1.47(a)  
U.S. Application No. 10/534,206

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The fee set forth in 37 CFR §1.17(h) is submitted herewith. Please charge any additional fees or credit any overpayments associated with this Petition to our Deposit Account No. 23-0280.

Respectfully submitted,

Date: January 25, 2006

By: Monique A. Morneault  
Monique A. Morneault, Reg. No. 37,893  
Customer No. 23424  
Wallenstein Wagner & Rockey, Ltd.  
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**CERTIFICATE OF MAILING**

I hereby certify that this correspondence is, on the date shown below, being deposited with the United States Postal Service, with first class postage prepaid, in an envelope addressed to: Mail Stop Missing Parts, Commissioner For Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on January 25, 2006.

Susan M. Franklin  
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Attn.: Ms Diane Dwyer

Also at Munich

Your reference

Our reference

Date

PN964PCT/ML/COB

30 April 2004

Dear Sirs

**Re: International (PCT) Patent Application No. PCT/IE03/00150  
of CMG IPR Telecommunications B.V.,**

We refer to the above PCT patent application, our letter of 22 March 2004 and subsequent telephone conversation between Michael Lucey of this office and Diane O' Dwyer.

In our letter we indicated that the Applicant is unable to locate the three inventors as they have all left the company. The Applicant "CMG IPR Telecommunications B.V." is now part of the LogicaCMG Group. Every effort has been made to date to contact the three inventors in order for them to sign the Power of Attorney forms. Despite repeated efforts by LogicaCMG and Tomkins & Co., Agents for the Applicant, to contact the inventors by registered post, the Applicant, LogicaCMG, have been unable to contact the inventors successfully.

Accordingly, we request under Rule 4.15(b) PCT that the requirement for filing the inventor's Power of Attorneys to be held in abeyance until further notice. We hereby request a further extension of time under Rule 26.2 PCT if the above statement is not a satisfactory explanation to why the inventor's Power of Attorneys have not been submitted.

Yours faithfully,

Michael Walsh  
Tomkins & Co.

Peter Shortt BCI Dip Eur Law • Michael Walsh BE MEng Sc CEng • Michael Kiernan BSc Dip Eur Law MIPMA • Gerald Nolan RTMA  
Michael Shortt BSc Dip Eur Law RTMA • Christina Gates BSc(Hons) PhD • Simon Gray BPLS BSc MIPMA • Cathal Lane BSc(Hons) • Niall Rooney LLB Solic RTMA  
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# ARTHUR COX

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EOG/eog  
Direct Dial : 618 0693

12th December 2005

## BY COURIER

Robert Mullins  
12 Beechwood Close  
Silversprings  
Clonmel  
Co. Tipperary

**Re:** Nationalisation of Patent Application  
**Our Client:** Logica CMG

Dear Robert

We refer to your email of 7<sup>th</sup> November 2005 to Jo Wall of our client, Logica CMG, regarding the nationalisation of patent PCT/IE2003/00150. We regret the position you have adopted but will set out certain facts below that might help to clarify matters.

You will recall that you entered into an Assignment agreement on 29<sup>th</sup> October 2002, over and above similar terms which appeared in your Terms and Conditions of Employment. We attach a signed copy of the Assignment for your convenience. The relevant section of this agreement provides as follows:

### NOW THIS ASSIGNMENT WITNESSETH

1. *The Inventors as Trustees hereby assign to the Assignees absolutely the Invention, any improvements in or modifications thereof, and any know-how relating thereto together with all rights and interest in the same and all rights and powers to make application for patent in the name of the Assignees, or in the name of its nominee, in Ireland and in any other country of the world whether under the Patent Co-operation Treaty or otherwise in respect of the Invention or improvements in or modifications thereof, together with all rights and benefits arising therefrom under the International Convention for the Protection of Industrial Property or the Treaty Establishing the World Trade Organisation.*

JAMES O'DOWD DANIEL E. O'CONNOR ROBERT BOLTON JOHN V. O'DOWD RONAN WALSH DONAGH CROWLEY JOHN S. WALSH MICHAEL MEEHAN JOSEPH LEYDEN WILLIAM JOHNSTON EVAGENE McCAGUE NICHOLAS G. MOORE DECLAN HAYES DAVID O'DONORÓE COLIN DUGGAN CARL O'SULLIVAN ISABEL FOLEY JOHN MEADE CONOR McDONNELL PATRICK McGOVERN GRAINNE HENNESSY SEAMUS GIVIN COLIN BYRNÉ CAROLINE DEYHN CIARÁN BURGER GREGORY GLYNN DAVID FOLEY STEPHEN HEGARTY DECLAN DRESLANT SARAH CONNELL KATHLEEN GARRETT PADRAIG Ó RIORDÁIN ELIZABETH BUTCHWELL WILLIAM DAY ANDREW LENNY JOHN MENTON PATRICK O'BRIEN ORLA O'CONNOR BRIAN O'GORMAN MARK SAUNDERS MARK BARR JOHN MATSON DEBORAH SPENCE MARGARET MULDOONEY KEVIN MURPHY CORMAC KISSANE LIAM CARNES RAYMOND HURLEY KEVIN LANGFORD EVE MCGRONY SÍONA RAFFERTY PHILIP SMITH KENNETH EGAN JOHN GLACKIN BRYAN STRATAN HUGH O'DONNELL CONOR HURLEY TED WILLIAMS ALEX McLEAN GLENN BUTT NIAMH O'HIGGINS FIONA O'NEILL

CONSULTANTS: PAUL McLAUGHLIN IAN A. SCOTT JOHN G. FISH PETER McLAUGHLIN DR. MARY REDMOND DR. YVONNE SCANLON DR. ROBERT CLARK

2. *The Inventors hereby covenant with the Assignees as follows:*

- (i) *that they will (so far as necessary) permit and enable the Assignees to apply for and will take all reasonable steps to assist the Assignees or its nominee in obtaining the grant of patent or like protection in respect of the Invention hereinbefore assigned in any territory as may be required by the Assignees*
  - (ii) *that they will at the request and cost of the Assignees execute and do all such documents, acts and things as may be necessary for the purpose of sub-paragraph (i) hereof and for vesting any relevant invention, application for patent, patent, know-how, copyright or design in the Assignees or its nominee absolutely.*
3. *The Inventor hereby irrevocably appoints the Assignees as their Attorney in their name to execute and do any document act or thing which may be necessary to comply with the provisions of Clause 2 hereof.*

On the basis of the above, we again request that you sign the attached Declaration for the US Patent Office, so as to avoid being in breach of your Assignment agreement.

We trust that further action can be avoided and look forward to your immediate cooperation. Should we not hear from you by Friday next, 16<sup>th</sup> December 2005, our client will take such steps as are necessary to protect its interests.

Yours faithfully

Arthur Cox  
ARTHUR COX

ASSIGNMENT

THIS ASSIGNMENT effective the 29 day of October, 2002

BETWEEN

**31 OCT 2002**

**MICHAEL O'REGAN**, a citizen of Ireland, of 27 Dun Eoin,  
Carragline, Co. Cork, Ireland

**IAN DEAKIN**, a British subject, of Cornody, Coachford, Co. Cork,  
Ireland

**ROBERT MULLINS**, a citizen of Ireland, of 12 Beechwood Close,  
Silverprings, Clonmel, Co. Tipperary, Ireland, (hereinafter called "the  
Inventors") of the one part,

**CMG TELECOMMUNICATIONS IRELAND LIMITED**, an Irish  
Company, of Unit 4, University Technical Centre, Curraheen Road,  
Co. Cork, Ireland, (hereinafter called "CMG") of the second part, and

**CMG IPR TELECOMMUNICATIONS B.V.**, a Dutch Company, of  
Merweplein 5, 3432 GN Nieuwegein, Netherlands, (hereinafter called  
"the Assignees") of the third part,

**WHEREAS** the Inventors claim to be the true and first inventors of an  
invention relating to a " A BILLING RATING AND ROUTING  
SYSTEM" (hereinafter referred to as the "Invention") and for which a  
Patent Application is about to be filed

**AND WHEREAS** the Invention was made by them out of and in the  
course of their employment with CMG

**AND WHEREAS** the Inventors hold the Invention and all patents and  
other rights and powers obtainable and exercisable in respect thereof in  
trust for CMG

**AND WHEREAS** CMG has directed the Inventors to assign to the Assignees all their right title and interest in and to the said Invention and Patent Application

**NOW THIS ASSIGNMENT WITNESSETH**

1. The Inventors as Trustees hereby assign to the Assignees absolutely the Invention, any improvements in or modifications thereof, and any know-how relating thereto together with all rights and interest in the same and all rights and powers to make application for patent in the name of the Assignees, or in the name of its nominee, in Ireland and in any other country of the world whether under the Patent Co-operation Treaty or otherwise in respect of the Invention or improvements in or modifications thereof, together with all rights and benefits arising therefrom under the International Convention for the Protection of Industrial Property or the Treaty Establishing the World Trade Organisation.
2. The Inventors hereby covenant with the Assignees as follows:
  - (i) that they will (so far as necessary) permit and enable the Assignees to apply for and will take all reasonable steps to assist the Assignees or its nominee in obtaining the grant of patent or like protection in respect of the Invention hereinbefore assigned in any territory as may be required by the Assignees
  - (ii) that they will at the request and cost of the Assignees execute and do all such documents, acts and things as may be necessary for the purpose of sub-paragraph (i) hereof and for vesting any relevant invention, application for patent, patent, know-how, copyright or design in the Assignees or its nominee absolutely.

3. The Inventors hereby irrevocably appoints the Assignees as their Attorney in their name to execute and do any document act or thing which may be necessary to comply with the provisions of Clause 2 hereof.

**AND IT IS HEREBY CERTIFIED** that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds €6,350 (six thousand three hundred and fifty Euros).

**IT IS HEREBY CERTIFIED** that this instrument is a conveyance or transfer on any occasion, not being a sale or mortgage

**IN WITNESS WHEREOF** this Assignment has been executed the day and year first herein written.

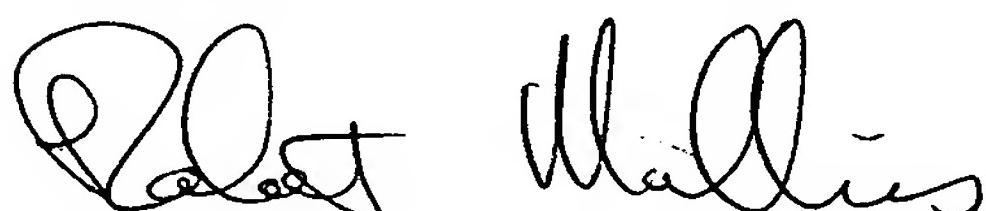
**SIGNED SEALED and DELIVERED**

by MICHAEL O'REGAN

in the presence of

  
Witness

  
MICHAEL O'REGAN



Witness

by IAN DEAKIN

in the presence of

Ian Deakin

Witness

I.D.

IAN DEAKIN



Michael O'Regan

Witness

by ROBERT MULLINS

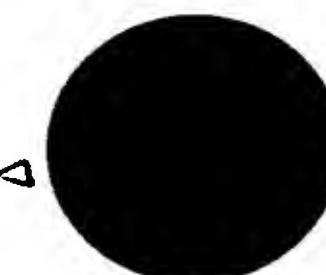
in the presence of

I.D.

Witness

Robert Mullins

ROBERT MULLINS



Michael O'Regan

Witness

Executed on behalf of

CMG TELECOMMUNICATIONS IRELAND LIMITED

Witness

Robert Mullins

Director

John Walsh

John Walsh

Executed on behalf of  
CMG IPR TELECOMMUNICATIONS B.V.

Witness

F Huldt Engel